

## **EXHIBIT 57**

## INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and Commonwealth Land Title Insurance Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy Form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the commitment, contact the Issuing Agent.

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ISSUED BY  
COMMONWEALTH LAND TITLE INSURANCE COMPANY

**Commonwealth**

COMMITMENT FOR TITLE INSURANCE

Countersigned

By

Authorized Officer or Agent



COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:

President

Attest:

Secretary

**COMMONWEALTH LAND  
TITLE INSURANCE CO. ANY  
A Reliance Group Holdings Company**

**TITLE INSURANCE COMMITMENT**

**SCHEDULE A**

Commitment No.

1. Commitment Date: November 10, 1996 File No. CT-18904(A)
2. Policy or Policies to be issued: Policy Amount
- (a) ☒ ALTA Residential Title Insurance Policy \$ 185,480.00  
One-to-Four Family Residences (6/1/87)
- ☐ ALTA Owner -- (4/6/92) \$

Proposed Insured: ✓

SUSAN VISCARDIO

- (b) ☒ ALTA Loan Policy  
(10/17/92)

\$ 124,850.00  
139,110.00

Proposed Insured: National Home Funding, Inc., its successors and/or  
assigns, as their interest may appear ✓  
3443 Highway 9 North  
Freehold, New Jersey 07728

3. FEE SIMPLE interest in the land described in this Commitment is owned, at the Commitment Date, by GJL Limited by deed from, Arnold Faulhaber, Jr., and Claudia Faulhaber, dated , recorded , in the Monmouth County Clerk's/Register's office in deed book , page (about to be recorded).
4. The land referred to in this Commitment is in the County of Monmouth, City of Asbury Park, State of New Jersey and is described as follows:

Issued By:  
COASTAL TITLE AGENCY, INC.  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660, (800) 521-0378, (908) 775-5543, FAX# (908) 308-1881

WS1 003908

**COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company**

**TITLE INSURANCE COMMITMENT**

Commitment No.

File No. CT-18904(A)

**DESCRIPTION**

ALL that certain tract, lot and parcel of land lying and being in the City of Asbury Park, County of Monmouth and state of New Jersey, being more particularly described as follows:

Being known and designated as part of lot 1302 as shown on map of said City of Asbury Park, made by F.H. Kennedy & Son, A.D. 1874 bounded and described as follows:

Beginning at a marble stone planted at the northeast corner of Seventh Avenue and Emory Street, as now located; thence

1. South 63 degrees 30 minutes East along the northerly line of Seventh Avenue 50 feet; thence

2. North 26 degrees 30 minutes East at right angles with Seventh Avenue 100 feet; thence

3. North 63 degrees 30 minutes West parallel with Seventh Avenue fifth feet to the easterly line of Emory Street; thence

4. South 26 degrees 30 minutes West along the easterly line of Emory Street 100 feet to the point and place of Beginning.

NOTE: Being Lot(s) 7, Block 212, Tax Map of the City of Asbury Park.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

WS1 003909

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY ANY  
A Reliance Group Holdings Company

**TITLE INSURANCE COMMITMENT**

**SCHEDULE B - SECTION 1**

Commitment No.

File No. CT-18904(A)

**REQUIREMENTS**

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:

1. Deed made by present owner(s) to the proposed insured(s) named in Schedule A, 2(a).

2. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).

- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- (f) All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- (g) Municipal Lien and Unconfirmed Assessment searches are attached hereto and made a part hereof.
- (h) New Jersey Superior and U.S. District Court and County judgment searches are clear.
- (i) Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

**WS1 003910**

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

- a. Variable Rate Endorsement - Renegotiable or Adjustable.
- b. Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

~~NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.~~

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: Flood search is attached hereto and is provided as an accomodation only. No liability is assumed for the results of said flood search.

- (j) Receipt of proper corporate affidavit of title for GJL Limited.
- (k) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

COMMONWEALTH LAND  
TITLE INSURANCE CO. ANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

Commitment No.

File No. CT-18904(A)

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public record.
2. Easements, or claims of easements, not shown by the public record.
3. Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
4. ~~Any liens on your title, arising now or later, for labor and material not shown by the public record.~~
5. Taxes, charges and assessments:
6. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
7. Lien for unpaid taxes for the year 1996.
8. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical Indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

9. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.


NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

CONTINUED

WS1 003912

10. Restrictions as contained in Deed Book 354 Page 121 as amended in Deed Book 1829, Page 69.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

Countersigned: 

Authorized Signatory

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Schedule B-Section II  
Form No. 1106-6

HJRB 3-02  
10-15-82

WS1 003913



Commonwealth  
Land Title Insurance Company

Audit No. X01-021054

185,400  
Viscardo  
Date: December 09, 1996

To: National Home Funding, Inc., its successors and/or  
assigns, as their interest may appear  
3443 HIGHWAY 9 NORTH  
FREEHOLD, NEW JERSEY 07728  
Attention: Closing Department

RE: Closing Service Letter  
Issuing Agent or Attorney whose conduct is covered:  
Stanley Yacker, Esquire  
330 Highway 34, Suite 3  
Matawan, NJ 07747

File No: CT-18904(A)  
Transaction: SUSAN VISCARDO  
Premises: 515 SEVENTH AVENUE  
ASBURY PARK

Dear Customer:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closings when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability and priority of the lien of said mortgage on said interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection and payment of funds due you; or
2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 6-04  
8/1/94

WSWT 000495

*Viccardo*

CONDITIONS AND EXCLUSIONS

A. The Company will not be liable to you for loss arising out of:

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and materialmen's liens in connection with a construction loan transaction, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.

B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Attorney.

C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company for such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.

D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.

E. Claims shall be made promptly to the Company at its office at 8 Penn Center, Philadelphia, Pennsylvania 19103. When the failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.

The protection under this Letter is limited to the closing on the premises described in the caption of this Letter.

Commonwealth Land Title Insurance Company

BY: 

Robert F. Agee, President  
Coastal Title Agency, Inc.  
Agent

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 6-04  
8/1/94

WSWT 000496

## **EXHIBIT 58**

**ALTA COMMITMENT - 1982***Issued by*
**Fidelity National Title**  
 INSURANCE COMPANY OF NEW YORK
**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the Commitment, contact:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK**

2 Park Avenue  
 New York, New York 10016

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**THE INSURANCE COMMITMENT  
BY  
FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK  
AGREEMENT TO ISSUE POLICY**

We agree to issue a policy to you according to the terms of this Commitment. When we show the policy amount and your name as the proposed insured in Schedule A, this Commitment becomes effective as of the Commitment Date shown in Schedule A.

If the Requirements shown in this Commitment have not been met within six (6) months after the Commitment Date, our obligation under this Commitment will end. Also, our obligation under this Commitment will end when the Policy is issued and then our obligation to you will be under the Policy.

Our obligation under this Commitment is limited by the following:

The provisions in Schedule A.  
The Requirements in Schedule B - I.  
The Exceptions in Schedule B - II.  
The Conditions on Page 7.

This Commitment is not valid without SCHEDULE A and Sections I and II of SCHEDULE B.

THIS COMMITMENT SHALL NOT BE VALID OR BINDING UNTIL COUNTERSIGNED BY EITHER AN OFFICER OR AUTHORIZED AGENT OF THIS COMPANY.

Fidelity National Title Insurance Company of New York has caused its corporate seal to be affixed and this Commitment to be signed in facsimile under authority of its by-laws.

FIDELITY NATIONAL TITLE INSURANCE COMPANY  
OF NEW YORK

Countersigned:

BY

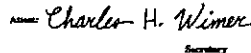
  
Authorized Signatory

(PLEASE PRINT NAME HERE)



By:

  
President

Attest:   
Secretary

PAGE 2

WS1 004777

01/31/1997 15:58 986" 1225

MICHAEL ALIER

PAGE 83

**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE A**

- |  |                      |
|--|----------------------|
| 1. Effective Date: 1/15/97                     | File No. CT-16058(A) |
| 2. Policy or Policies to be issued:            | Policy Amount        |
| (a) ALTA Residential Policy - (Plain Language) | \$75,000.00          |

**Proposed Insured:**

Hans Juergensen and Ingrid Juergensen husband and wife

- |                               |             |
|-------------------------------|-------------|
| (b) ALTA Loan Policy 10/17/92 | \$52,500.00 |
|-------------------------------|-------------|

**Proposed Insured:**

National Home Funding, Inc., its successors and/or assigns, as their interest may appear

Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by CRISTO  
PROPERTY MANAGEMENT, LTD by deed from Fleet Finance, Inc. dated recorded in the Essex  
County Clerk/Register's Office in Deed Book , Page . (About to be recorded)

4. The land referred to in this Commitment is described in Schedule A-4.

Issued By:  
COASTAL TITLE AGENCY, INC.  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

FORM 16-44-A (1/1/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE A, NJRS 502 (14-26-92)

WS1 004778

**FLEELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

**SCHEDULE A-4**

File No. CT-16058(A)

All that certain lot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the City of Newark County of Essex County, State of New Jersey:

Beginning at a point in the westerly line of 3rd Street distant therein Southerly 150 feet from the southwesterly corner of said street and Sussex Avenue; thence

- 1) Running Southerly along the Westely line of said 3rd Street, 25 feet; thence
- 2) Westerly parallel with Sussex Avenue, 95 feet; thence
- 3) Northerly parallel with 3rd Street 25 feet; thence
- 4) Easterly parallel with Sussex Avenue, 95 feet to the said line of 3rd Street and the place of Beginning.

NOTE: Being Lot 12, Block 1877, Tax Map of the City of Newark, County of Essex and State of New Jersey.

Issued By:  
**COASTAL TITLE AGENCY, INC.**  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

FORM 26-84-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE C. NJRB 3-02 (10-26-82)

**WS1 004779**

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK

SCHEDULE B - SECTION I

File No. CT-16058(A)

The following requirements must be met:

- A. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded and properly indexed in the land records.
- B. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- C. Pay us the premiums, fees and charges for the policy.
- D. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- E. Deed made by present owner(s) to the proposed insured(s) named in Schedule A, 2(a).
- F. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- G. Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- H. All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- I. Municipal Lien and Unconfirmed Assessment Searches have been ordered, not yet received.
- J. County judgment search is clear.
- K. New Jersey Superior and U.S. District Court judgment search discloses a judgment or judgments which are to be cancelled of record or disposed of by a specific affidavit which is to be submitted.
- L. Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.
- M. Tax Sale Certificate recorded in Mortgage Book 6170, Page 171; Deed Book 6496, Page 63, is to be cancelled or discharged of record. (See copy of first page attached.)
- N. As an accommodation, a Flood Letter has been ordered, but not yet received.

WS1 004780



FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK

SCHEDULE B - SECTION II

File No. CT-16058(A)

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public records; and encroachments, overlaps or boundary line disputes; and other matters any of which would be disclosed by a survey of the land satisfactory to the Company.
2. Any liens on your title, arising now or later, for labor and material, not shown by the public records.
3. Taxes, assessments and governmental utility liens as follows:
4. Mortgages of Record (See Schedule B, Section 1)
5. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
6. Lien for unpaid taxes for the year 1996.
7. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical Indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

8. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

FORM 26-84-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE B, NJRB 3-82 (10-26-82)

WS1 004781

NOTE: It is required that a Notice of Settlement be recorded and we require that all searches be run down prior to closing.

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

Variable Rate Endorsement - Renegotiable or Adjustable.  
Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

FORM 26-84-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE B. NJRB 3-02 (10-26-82)

WS1 004782

## **EXHIBIT 59**

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE A

- |  |                      |
|--|----------------------|
| 1. Commitment Date: 1/27/97  | File No. CT-19426(A) |
| 2. Policy or Policies to be issued:  | Policy Amount        |
| (a) <input type="checkbox"/> ALTA Residential Title Insurance Policy (6-1-87)<br>One to Four Family Residences | \$ 142,000.00        |
| <input type="checkbox"/> ALTA Owner -- (10-17-92)<br>Rev. (10-17-70 and 10-17-84)                              | \$                   |

Proposed Insured:

Fred Fusco

- 
- |  |              |
|--|--------------|
| (b) <input checked="" type="checkbox"/> ALTA Loan Policy -- (10-17-92) | \$ 92,300.00 |
|--|--------------|

Proposed Insured: NATIONAL HOME FUNDING, INC., its successors and/or assigns

3. FEE SIMPLE interest in the land described in this Commitment is owned, at the Commitment Date, by Cristo Property Management, Ltd. by deed from Federal National Mortgage Association dated \* and recorded \* in the Union County Clerk/Register's Office in Deed Book \*, Page \* (About to be recorded).
4. The land referred to in this Commitment is in the County of Union County, Township of Plainfield, State of New Jersey and is described as follows:

Issued By:  
COASTAL TITLE AGENCY, INC.  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

WS1 009549

**COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company**

**TITLE INSURANCE COMMITMENT**

File No. CT-19426(A)

**DESCRIPTION**

**ALL** that certain tract, lot and parcel of land lying and being in the Township of Plainfield, County of Union County and state of New Jersey, being more particularly described as follows:

Being known and designated as Lot No.1 as set forth on a certain map entitled "Map of Property belonging to the Heirs of Lemuel W. Sarrell" which map was duly filed in the Union County Register's Office on November 13, 1899 as Map No. 80-E.

Beginning at a point in the Southwesterly sideline of Plainfield Avenue ( 60 feet ROW), said point being distant 242.3 feet Northwesterly, along the same, from its intersection wit the Northwesterly sideline of property belonging to Contrail (formerly C.R.C. of N.J.); from thence running

1. Along the Southwesterly sideline of Plainfield Avenue , North 43 degrees 30 minutes West, 61.0 feet to a point in the Southeasterly line of lands nor or formerly of J. Frank Hubbard; thence
2. Along the same, South 46 degrees 30 minutes West, 144.69 feet to a point; thence
3. South 43 degrees 30 minutes East, 60.0 feet to a point; thence
4. North 46 degrees 30 minutes East, 144.69 feet to the point and place of Beginning.

NOTE: Being Lot(s) 7, Block 233, Tax Map of the City of Plainfield.

Issued By:  
**COASTAL TITLE AGENCY, INC.**  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

WS1 009550

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION I

File No. CT-19426(A)

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - 1. Deed made by present owner(s) to the proposed insured(s) named in Schedule A, 2(a).
  - 2. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- (f) All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- (g) Municipal Lien and Unconfirmed Assessment Searches have been ordered, not yet received.
- (h) County judgment search is clear.
- (i) New Jersey Superior and U.S. District Court judgment search discloses a judgment or judgments which are to be cancelled of record or disposed of by a specific affidavit which is to be submitted.
- (j) Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.
- (k) Receipt of proper corporate affidavit of title for Cristo Property Management, Ltd.

WS1 009551

- (l) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.
- (m) Corporate status report and supplement franchise tax report have been ordered but not yet received as to Cristo Property Management, Ltd.

**NOTE: IN THE EVENT THAT YOU DO NOT RECEIVE THE FRANCHISE TAX SEARCH BY THE CLOSING DATE, PLEASE CONTACT THIS OFFICE FOR ESCROW INSTRUCTIONS**

- (n) As an accommodation, a Flood Letter has been ordered, but not yet received.

NOTE: It is required that a Notice of Settlement be recorded and we require that all searches be rundown prior to closing.

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

Variable Rate Endorsement - Renegotiable or Adjustable.  
Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

File No. CT-19426(A)

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public record.
2. Easements, or claims of easements, not shown by the public record.
3. Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
4. Any liens on your title, arising now or later, for labor and material not shown by the public record.
5. Taxes, charges and assessments:

6. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
7. Lien for unpaid taxes for the year 1996.
8. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical Indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

9. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

Countersigned: \_\_\_\_\_  
Authorized Signatory  
COASTAL TITLE AGENCY, INC.

Schedule B-Section II  
Form No. 1106-6

NJRB 3-02  
10-15-82

WS1 009553



*Fusco*

**Commonwealth  
Land Title Insurance Company**  
8 Penn Center, Philadelphia, PA 19103

Audit # X01-021145

2/27/97

To: NATIONAL HOME FUNDING, INC., its successors and/or assigns

RE: Closing Service Letter  
Issuing Agent or Attorney whose conduct is covered

Anthony Cicalese, Esq.  
10 West Bergen Place  
Suite 104  
Red Bank, N.J. 07701 07701

File No. CT-19426(A)  
Transaction: Fred Fusco

Premises: 118-20 Plainfield Avenue  
Plainfield NJ

Dear Customer:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

1. Failure of the issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability, and priority of the lien of said mortgage on said interest in land including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection of payment of funds due you; or
2. Fraud of or misapplication by the issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one to four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one to four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 3-05  
8/1/94

WSWT 000303

Fusco

## CONDITIONS AND EXCLUSIONS

A. The Company will not be liable to you for loss arising out of:

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the issuing Agent or the Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and materialmen's liens in connection with a construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.

B. If the closing is to be conducted by an issuing Agent or Attorney, a title insurance binder or commitment of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Attorney.

C. When the Company shall have reimbursed pursuant to this letter, it shall be subrogated to all rights which you have against any person or property had you not been reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you knowingly and voluntarily impaired the value of right of subrogation.

D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.

E. Claims shall be made promptly to the Company at its office at 6 Century Drive, Parsippany, New Jersey 07054. When failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

F. Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

**THIS LETTER DOES NOT APPOINT THE NAMED ATTORNEY AS AN AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.**

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this letter.

*Commonwealth Land Title Insurance Company*

BY: \_\_\_\_\_

Robert F. Agel, President  
Coastal Title Agency, Inc.  
Agent

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 3-05  
8/1/94

WSWT 000304

## **EXHIBIT 60**

## INFORMATION SHEET

The Title Insurance Commitment is a legal contract between you and Commonwealth Land Title Insurance Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy Form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

**THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.**

**YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.**

If you have any questions about the commitment, contact the Issuing Agent.

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SCHEDULE A	Insert
1. Commitment Date	
2. Policies to be Issued, Amounts and Proposed Insureds	
3. Interest in the Land and Owner	
4. Description of the Land	
SCHEDULE B-I — REQUIREMENTS	Insert
SCHEDULE B-II — EXCEPTIONS	Insert
CONDITIONS	3



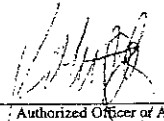
ISSUED BY

COMMONWEALTH LAND TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

### COMMONWEALTH LAND TITLE INSURANCE COMPANY


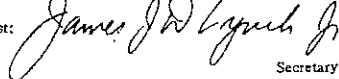
Countersigned

By  \_\_\_\_\_  
Authorized Officer or Agent



By:

Attest:

 \_\_\_\_\_ President  
 \_\_\_\_\_ Secretary

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE A

- |  |                      |
|--|----------------------|
| 1. Commitment Date: 12/30/96   | File No. CT-19921(a) |
| 2. Policy or Policies to be issued:  | Policy Amount        |
| (a) <input type="checkbox"/> ALTA Residential Title Insurance Policy (6-1-87)<br>One to Four Family Residences | \$ 176,000.00        |
| <input type="checkbox"/> ALTA Owner -- (10-17-92)<br>Rev. (10-17-70 and 10-17-84)                              | \$                   |

Proposed Insured:

Anthony W. Fania, Jr.,

- |  |               |
|--|---------------|
| (b) <input checked="" type="checkbox"/> ALTA Loan Policy -- (10-17-92) | \$ 132,000.00 |
|--|---------------|

Proposed Insured: National Home Funding, Inc., its successors and/or its assigns

3. FEE SIMPLE interest in the land described in this Commitment is owned, at the Commitment Date, by  
Cristo Property Management by deed from Christine Vangyia dated \* and recorded \* in the Hudson County  
Clerk/Register's Office in Deed Book \*, Page \* (About to be recorded).
4. The land referred to in this Commitment is in the County of Hudson County, City of Jersey City, State of New  
Jersey and is described as follows:

Issued By:  
COASTAL TITLE AGENCY, INC.  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

WS1 007316

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

File No. CT-19921(a)

DESCRIPTION

ALL that certain tract, lot and parcel of land lying and being in the City of Jersey City, County of Hudson County and state of New Jersey, being more particularly described as follows:

Beginning at a point in the westerly line of Clerk Street distant 150.00 feet northerly from the intersection formed by said westerly line of Clerk Street with the northerly line of Carteret Avenue; and running thence

1. Westerly and parallel to said northerly line of Carteret Avenue, North 47 degrees 30 minutes West, 100.00 feet to a point; thence
2. Northerly and parallel to said westerly line of Clerk Street, North 42 degrees 30 minutes East, 18.75 feet to a point opposite a certain party wall standing partly on the premises herein being described and partly on the premises adjoining same to the North and running thence
3. Easterly to, through and beyond said party wall, and parallel to said northerly line of Carteret Avenue, South 47 degrees 30 minutes East 100.00 feet to a point in said westerly line of Clerk street; thence
4. Southerly and along said westerly line of Clerk Street, South 42 degrees 30 minutes West, 18.75 feet to the point or place of Beginning.

Together with so much of the lot of land northeasterly of the above described lot of land as is covered by the rear portion of the most northeasterly well of the house upon said premises about 37 feet and 6 inches from the northwesterly line of Clerk Street to the end of said house a distance of about 39 feet; said strip of land so covered by said wall being about four inches in width.

The above description is in accordance with a survey prepared by Manalio & Manalio, P.L.S., dated March 7, 1986.

Also known and designated as 26B in Block 1999 on the Tax Map of the City of Jersey City.

Issued By:  
COASTAL TITLE AGENCY, INC.  
P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

WS1 007317

COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION I

File No. CT-19921(a)

REQUIREMENTS

The following requirements must be met:

- (a) Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- (b) Pay us the premiums, fees and charges for the policy.
- (c) Document(s) satisfactory to us creating the interest in the land and/or the mortgage to be insured must be signed, delivered and recorded:
  - 1. Deed made by present owner(s) to the proposed insured(s) named in Schedule A, 2(a).
  - 2. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- (d) You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- (e) Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- (f) All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- (g) Municipal Lien and Unconfirmed Assessment Searches have been ordered, not yet received.
- (h) New Jersey Superior and U.S. District Court and County judgment searches are clear.
- (i) Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

WS1 007318

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

Variable Rate Endorsement - Renegotiable or Adjustable.  
Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

- (j) Receipt of proper corporate affidavit of title for Cristo Property Management, Ltd.
- (k) Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

Schedule B-Section 1  
Form No. 1106-3

WS1 007319



COMMONWEALTH LAND  
TITLE INSURANCE COMPANY  
A Reliance Group Holdings Company

TITLE INSURANCE COMMITMENT

SCHEDULE B - SECTION II

File No. CT-19921(a)

EXCEPTIONS

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public record.
2. Easements, or claims of easements, not shown by the public record.
3. Any facts about the land which a correct survey would disclose, and which are not shown by the public record.
4. Any liens on your title, arising now or later, for labor and material not shown by the public record.
5. Taxes, charges and assessments:
6. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
7. Lien for unpaid taxes for the year 1996.
8. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical Indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

9. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

Countersigned: \_\_\_\_\_

Authorized Signatory  
COASTAL TITLE AGENCY, INC.

Schedule B-Section II  
Form No. 1106-6

NJRB 3-02  
10-15-82

WS1 007320

Commonwealth  
Land Title Insurance Company  
8 Penn Center, Philadelphia, PA 19103

Audit # X01-021185

3/27/97

To: National Home Funding, Inc., its successors and/or its assigns  
3443 Highway 9 North  
Freehold, NJ 07728

RE: Closing Service Letter  
Issuing Agent or Attorney whose conduct is covered

Anthony Cicalese, Esq.  
10 West Bergen Place  
Suite 104  
Red Bank, N.J. 07701 07701

File No. CT-19921(a)  
Transaction: Anthony W. Fania, Jr.,

Premises: 181 Clerk Street  
Jersey City NJ

Dear Customer:

When title insurance of Commonwealth Land Title Insurance Company is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of Commonwealth Land Title Insurance Company or the above named Attorney and when such loss arises out of:

1. Failure of the issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or the validity, enforceability, and priority of the lien of said mortgage on said interest in land including the obtaining of documents and the disbursement of funds necessary to establish such title or lien, or (b) the collection of payment of funds due you; or
2. Fraud of or misapplication by the issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one to four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one to four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 3-05  
8/1/94

WS1 007329

CONDITIONS AND EXCLUSIC

A. The Company will not be liable to you for loss arising out of

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the Company. Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the issuing Agent or the Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and materialmen's liens in connection with a construction loan transactions, except to the extent that protection against such liens is afforded by a title insurance binder, commitment or policy of the Company.

B. If the closing is to be conducted by an issuing Agent or Attorney, a title insurance binder or commitment of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the Attorney.

C. When the Company shall have reimbursed pursuant to this letter, it shall be subrogated to all rights which you have against any person or property had you not been reimbursed. Liability of the Company for reimbursement shall be reduced to the extent that you knowingly and voluntarily impaired the value of right of subrogation.

D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.

E. Claims shall be made promptly to the Company at its office at 6 Century Drive, Parsippany, New Jersey 07054. When failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.

F. Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

**THIS LETTER DOES NOT APPOINT THE NAMED ATTORNEY AS AN AGENT OF COMMONWEALTH LAND TITLE INSURANCE COMPANY.**

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this letter.

*Commonwealth Land Title Insurance Company*

BY: 

Robert F. Agell, President  
Coastal Title Agency, Inc.  
Agent

NEW JERSEY LAND TITLE  
INSURANCE RATING BUREAU

NJRB 3-05  
8/1/94

WS1 007330

## **EXHIBIT 61**

## ALTA COMMITMENT - 1982

*Issued by*

**Fidelity National Title**  
INSURANCE COMPANY OF NEW YORK

**INFORMATION**

The Title Insurance Commitment is a legal contract between you and the Company. It is issued to show the basis on which we will issue a Title Insurance Policy to you. The Policy will insure you against certain risks to the land title, subject to the limitations shown in the Policy.

The Company will give you a sample of the Policy form, if you ask.

The Commitment is based on the land title as of the Commitment Date. Any changes in the land title or the transaction may affect the Commitment and the Policy.

The Commitment is subject to its Requirements, Exceptions and Conditions.

THIS INFORMATION IS NOT PART OF THE TITLE INSURANCE COMMITMENT.

YOU SHOULD READ THE COMMITMENT VERY CAREFULLY.

If you have any questions about the Commitment, contact:

**FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK**

2 Park Avenue  
New York, New York 10016

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WS1 007438

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK

SCHEDULE A-4

File No. CT-19648(a)

All that certain lot, piece or parcel of land, with buildings and improvements thereon erected, situate, lying and being in the City of Jersey City County of Hudson County, State of New Jersey:

Beginning at a point in the easterly line of Monticello Avenue 33.91 feet northerly from the intersection of the northerly line of Fairview Avenue with the said easterly line of Monticello Avenue which point of beginning is opposite the centre line of a party wall standing partly on the premises hereby described and partly on the premises next adjoining thereto on the south and running; thence

1. easterly in a straight line to through and beyond the centre line of said party wall 96.67 feet to a point; thence
2. northerly and at right angles to the said northerly line of Fairview Avenue 16.15 feet to a point opposite the centre line of a party wall standing partly on the premises hereby described and partly on the premises adjoining thereto on the north; thence
3. westerly in a straight line to, through and beyond the centre of said party wall 99.91 feet to a point in the said easterly line of Monticello Avenue; thence
4. southerly along said line of Monticello Avenue 16.48 feet to point or place of Beginning.

Together with rights and privileges of using the three feet in depth of extreme rear by the entire width of the premises adjoining on the south and known as 220 and 220A Monticello Avenue for ingress to and egress from the above described premises from Fairview Avenue for the owners, their servants, agents, tenants, employees and tradesmen of the above described premises in connection with the owners their servants, agents, tenants, employees and tradesmen of the premises adjoining on the north, which easement is to continue while any of the buildings on the above described premises or the premises adjoining on the north shall stand.

Subject to the easement for the benefit of the owners of the premises adjoining on the north and known as 224 Monticello Avenue of the right privilege of using the three feet in depth of the extreme rear by the entire width of the above described premises for ingress to and egress from said 224 Monticello Avenue from said Fairview Avenue for the owners their servants, agents, tenants and employees and tradesmen of said 224 Monticello Avenue which easement is to continue while building on said 224 Monticello Avenue shall stand.

NOTE: Being Lot(s) 3A, Block 1910, Tax Map of the City of Jersey City.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728  
(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

WS1 007437

FORM 16-84-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE C. NJRB 3-02 (10-16-82)

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK

SCHEDULE A

1. Effective Date: 12/30/96 File No. CT-19648(a)

2. Policy or Policies to be issued: Policy Amount

(a) ALTA Residential Policy - (Plain Language) \$161,000.00

Proposed Insured:

Wesley Wright and Donna Wright ✓

(b) ALTA Loan Policy 10/17/92 \$120,750.00 ✓

Proposed Insured:

National Home Funding, Inc., its successors and/or its assigns ✓

3. Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by Cristo Property Management by deed from James Perry and Daisy Perry, his mother dated \* and recorded \* in the Hudson County Clerk/Register's Office in Deed Book \*, Page \* (About to be recorded).

4. The land referred to in this Commitment is described in Schedule A-4.

Issued By:

COASTAL TITLE AGENCY, INC.

P.O. Box 740, 21 W. Main Street, Suite 2, Freehold, NJ 07728

(908) 308-1660 (800) 521-0378 (908) 775-5543 FAX #(908) 308-1881

FORM 26-84-82 A (11/93)

ALTA COMMITMENT - PLAIN LANGUAGE  
SCHEDULE A. NJRB 3-02 (10-26-82)

WS1 007440

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK

SCHEDULE B - SECTION I

File No. CT-19648(a)

The following requirements must be met:

- A. Documents satisfactory to us creating the interest in the land and/or mortgage to be insured must be signed, delivered and recorded and properly indexed in the land records.
- B. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
- C. Pay us the premiums, fees and charges for the policy.
- D. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
- E. Deed made by present owner(s) to the proposed insured(s) named in Schedule A, 2(a).
- F. Mortgage made by purchaser(s) to the proposed insured(s) named in Schedule A, 2(b).
- G. Proof is required as to the past and present marital status of the proposed grantors/mortgagors.

NOTE: The spouse of the record owner must join in the proposed transaction, unless this is not the principal marital residence and was acquired subsequent to May 28, 1980. On any property acquired prior to May 28, 1980, the spouse must join in the proposed transaction regardless of whether it is the principal marital residence or not.

- H. All taxes and other municipal liens are to be paid through and including the current quarter.

NOTE: In the event the tax search reveals a senior citizen deduction or a veteran's deduction, a proper escrow must be established to safeguard in the event the deduction is disallowed. If it is to be disallowed, the deduction should be restored to the taxes when calculating your adjustment.

- I. Municipal Lien and Unconfirmed Assessment searches are attached hereto and made a part hereof.
- J. County judgment search is clear.
- K. New Jersey Superior and U.S. District Court judgment search discloses a judgment or judgments which are to be cancelled of record or disposed of by a specific affidavit which is to be submitted.
- L. Subject to such facts which would be disclosed by sellers, purchasers, and/or borrowers affidavit of title, to be submitted.

NOTE: There are no open mortgages of record.

NOTE: Flood search is attached hereto and is provided as an accommodation only. No liability is assumed for the results of said flood search.

- M. Receipt of proper corporate affidavit of title for Cristo Property Management, Ltd.
- N. Certificate as to corporate resolution authorizing the proposed deed made by the proposed grantor is to be submitted.

WS1 007441



- O. Corporate status report and supplement franchise tax report have been ordered but not yet received as to Cristo Property Management, Ltd.

**NOTE: IN THE EVENT THAT YOU DO NOT RECEIVE THE FRANCHISE TAX SEARCH BY THE CLOSING DATE, PLEASE CONTACT THIS OFFICE FOR ESCROW INSTRUCTIONS**

NOTE: It is required that a Notice of Settlement be recorded and we require that all searches be rundown prior to closing.

NOTE: There is a possibility that the mortgage being insured herein must include one of the following:

Variable Rate Endorsement - Renegotiable or Adjustable.  
Negative Amortization Endorsement

There is an additional \$25.00 charge for this endorsement and, if Negative Amortization is required, possibly an increase in premium. When this has been determined we are to be notified prior to closing in order to make the necessary amendment to the Title Commitment and our invoice.

NOTE: This Policy will insure all facsimile copies of endorsements as originals.

NOTE: The attached ALTA 9 Specimen Endorsement will be made a part of the Mortgage Policy to be issued. Special comprehensive title protection is afforded by said endorsement to the Mortgagee only. Affirmative insurance to the Owners can be given on a line by line basis. Please see Schedule B, Section 2.

NOTE: The attached ALTA 8.1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

NOTE: We require a copy of the closing statement be submitted with the closing package.

NOTE: The attached ALTA 1 Specimen Endorsement will be made a part of the Mortgage Policy to be issued.

FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK

SCHEDULE B - SECTION II

File No. CT-19648(a)

Any policy we issue will have the following exceptions unless they are taken care of to our satisfaction.

1. Rights or claims of parties in possession of the land not shown by the public records; and encroachments, overlaps or boundary line disputes; and other matters any of which would be disclosed by a survey of the land satisfactory to the Company.
2. Any liens on your title, arising now or later, for labor and material, not shown by the public records.
3. Taxes, assessments and governmental utility liens as follows:
4. Mortgages of Record (See Schedule B, Section 1)
5. Subsurface conditions or encroachments not disclosed by an instrument of record. (Owner's Policy Only)
6. Lien for unpaid taxes for the year 1996.
7. Possible additional taxes assessed or levied under N.J.S.A. 54:4-63.1 et seq.

NOTE: Policy insures that the alphabetical indices have been searched through the recording of the Deed and/or Mortgage, and same are properly indexed.

8. Subject to rights of the utility company servicing the insured property for water, sewer, electric, telephone and cable television.

NOTE: Policy insures that the dwelling does not encroach on the utility lines and said utility lines do not interfere with the use and occupancy of the dwelling for residential purposes.

9. Contingent liability for Senior Citizen's deduction under N.J.S.A. 54:4-8.40.
10. Rights of owners adjoining thereon in party wall.
11. Easement as contained in Deed Book 2990, Page 132.

NOTE: This policy insures that the mortgage set forth under Schedule A hereof is a valid first lien on the property described therein.

**FIDELITY NATIONAL TITLE  
INSURANCE COMPANY OF NEW YORK**

Two Park Avenue / New York, New York 10016 / (212) 481-5858 / Fax: (212) 481-8747

ICS 5744-12562

3/27/97

To: National Home Funding, Inc., its successors and/or its assigns  
3443 Highway 9 North  
Freehold, NJ 07728

**RE: Closing Service Letter**  
**Issuing Agent or Attorney whose conduct is covered**

Anthony Cicalese, Esq.  
10 West Bergen Place  
Suite 104  
Red Bank, N.J. 07701 07701

**File No.** CT-19648(a)  
**Transaction:** Wesley Wright and Donna Wright

**Premises:** 222 Monticello Avenue  
Jersey City NJ

Dear Customer:

When title insurance of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK is specified for your protection in connection with the closing of the above described real estate transaction in which you are to be a lender secured by a mortgage of an interest in land, the Company, subject to the Conditions and Exclusions set forth below, hereby agrees to reimburse you for actual loss incurred by you in connection with that closing when conducted by the above named Issuing Agent (an agent authorized to issue title insurance for the Company) of FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK or the above named Attorney and when such loss arises out of:

1. Failure of the Issuing Agent or Attorney to comply with your written closing instructions to the extent that they relate to: (a) the title to said interest in land or interest in land, including the obtaining of documents and the disbursement of funds necessary to establish such title or lien; or (b) the collection and payment of funds due you; or
2. Fraud of or misapplication by the Issuing Agent or Attorney in handling your funds in connection with the matters set forth in numbered paragraph 1 above.

If you are a lender protected under the foregoing paragraph, your borrower in connection with a loan secured by a mortgage on a one-to-four family dwelling, which is the principal residence of the borrower, shall be protected, but only to the extent of the foregoing paragraph 2, as if this letter were addressed to your borrower. If you are a purchaser of a one-to-four family dwelling, including a condominium unit, which is your principal residence, and are paying cash for the purchase, you are protected, but only to the extent of the foregoing paragraph 2.

**CONDITIONS AND EXCLUSIONS**

- A. The Company will not be liable to you for loss arising out of:

CI000005329

Fidelity DSL -- Page 2

1. Failure of the Attorney to comply with your closing instructions which require title insurance protection inconsistent with that set forth in the title insurance binder or commitment issued by the company Instructions which require the removal of specific exceptions to title or compliance with the requirements contained in said binder or commitment shall not be deemed to be inconsistent.
2. Loss or impairment of your funds in the course of collection or while on deposit with a bank due to bank failure, insolvency or suspension, except such as shall result from failure of the Issuing Agent or Attorney to comply with your written closing instructions to deposit the funds in a bank which you designated by name.
3. Mechanics' and material men's liens in connection with a construction loan transaction, except to the extent that protection against such lien is afforded by a title insurance binder, commitment or policy of the Company.
- B. If the closing is to be conducted by an Issuing Agent or Attorney, a title insurance binder or commitment for the issuance of a policy of title insurance of the Company must have been received by you prior to the transmission of your final closing instructions to the attorney.
- C. When the Company shall have reimbursed you pursuant to this letter, it shall be subrogated to all rights and remedies which you would have had against any person or property had you not been so reimbursed. Liability of the Company or such reimbursement shall be reduced to the extent that you have knowingly and voluntarily impaired the value of such right of subrogation.
- D. Any liability of the Company for loss incurred by you in connection with closings of real estate transactions by an Issuing Agent or Attorney shall be limited to the protection provided by this letter. However, this letter shall not affect the protection afforded by a title insurance binder, commitment or policy of the Company.
- E. Claims shall be made promptly to the Company at its office. When failure to give prompt notice shall prejudice the Company, then liability of the Company hereunder shall be reduced to the extent of such prejudice.
- F. Liability under this letter is limited to the amount of insurance committed for and is subject to all of the Conditions and Stipulations of the policy or policies committed to be issued by the Company. Any payment of loss under this letter shall constitute a payment under the policy.

**THIS LETTER DOES NOT APPOINT THE ABOVE NAMED ATTORNEY AS AN AGENT OF FIDELITY NATIONAL TITLE INSURANCE COMPANY OF NEW YORK.**

The protection under this Closing Service Letter is limited to the closing on the premises described in the caption of this Letter.

**FIDELITY NATIONAL TITLE INSURANCE COMPANY  
OF NEW YORK**

By: 

Robert F. Agel, President  
Coastal Title Agency, Inc.  
Agent

CI000005330